

## **Terms & Conditions**

### **Pricing**

#### **Quotations**

Quotations are based on the cost of labour and materials as at the date of the quotation.

Quotations are open to be accepted at any time within 30 days, subject to Smart Comm (Aust) Pty Ltd ("Smartcomm") reserving the right to alter the quoted price prior to acceptance by the client in the event of increases in material, labour and other costs.

Quotations do not include delivery or postage, unless specified.

Quotations may only be accepted as a whole; component parts of a quotation are not open to be accepted separately. Subsequent orders are subject to a further quotation.

#### **Variation and Additional Costs**

Quoted prices are based upon the client's order, including any specified time frame. Smartcomm reserves the right to charge at its current rates for the additional cost incurred as a result of any variation to the client's order upon which the quotation is based.

The quoted prices are exclusive of GST. In addition to the payment of the prices quoted, the client must pay to Smartcomm an amount equal to any GST imposed on supplies made by Smartcomm to the client. In this clause "GST" has the same meaning as in the Australian New Tax System (Goods and Services Tax) Act 1999.

Where materials supplied by the client do not correspond with those upon which the quotation is based, Smartcomm may treat the job as involving a variation of the client's order.

Any costs referable to delay due to shortages of materials provided by the client (including shortage

### **Rights and Liabilities**

#### **Unsatisfactory Work**

All work performed shall be deemed satisfactory unless the client advises Smartcomm in writing within 7 days of completion. Liability for any unsatisfactory work shall be limited to the value of the work performed and it is specifically agreed that Smartcomm shall not be liable for any consequential loss (including any claims by third parties) or for any loss to the client referable to the work carried out by Smartcomm.

#### **Third Party Claims**

The client agrees to indemnify Smartcomm for any damages and costs (including any legal costs incurred by Smartcomm on an indemnity basis) resulting from any legal claim or action brought against Smartcomm by a third party arising out of work performed by Smartcomm for the client.

#### **Confidentiality**

Smartcomm shall treat as confidential all data and other information supplied by the client and shall use its best endeavours to maintain the confidentiality of such data and information. However, Smartcomm shall not be liable for any breach of confidentiality that may occur.

#### **Privacy**

With respect to all personal information (as defined in the Privacy Act (1988) supplied by the client to Smartcomm under these terms and conditions, the client agrees to:

(a) comply with the National Privacy Principles set out in the Privacy Act, whether or not it is required to by the Privacy Act; and

(b) comply with all other obligations set out in the

due to spoilage) or lack of correspondence of such materials to the client's order as specified in the quotation shall be charged to the client at Smartcomm's current rates.

Smartcomm shall endeavour to avoid undue spoilage. However, as some spoilage is unavoidable, any materials to be supplied by the client should include an allowance for spoilage as Smartcomm shall not be liable for any shortage of material due to spoilage and additional costs incurred as a result of spoilage shall be payable by the client at Smartcomm's current rates where materials supplied do not allow for spoilage.

The client may cancel an order at any time by notice in writing but shall remain liable to Smartcomm for all work performed prior to cancellation at Smartcomm's current rates.

Smartcomm may charge for the handling or storage of materials supplied by or on behalf of the client.

## **Payment**

Accounts are payable 14 days from the date of invoice.

## **Terms**

### **These Terms to Prevail**

Acceptance of a quotation by the client shall include an acceptance of these terms and conditions which shall prevail over any terms and conditions contained in the client's order unless otherwise expressly agreed in writing by Smartcomm

Privacy Act that are applicable to the client.

The client must cooperate with any reasonable request by Smartcomm to enable Smartcomm to comply, or to assist it in complying, with its obligations under the Privacy Act and/or to comply with or satisfy any requests or directions from or rulings by the Privacy Commissioner under the Privacy Act.

The client releases Smartcomm from and indemnifies it against all liabilities, damages, actions, claims, demands, or fines (including the cost of defending or settling any action, claim, demand or fine) suffered by or made or brought against or imposed on Smartcomm arising out of a breach by the client of any of its obligations.

## **Right to Refuse to Perform Work**

Smartcomm reserves the right to refuse to perform any job that, in its opinion, may breach or infringe upon the rights of any third party in any way, provided that notice of such refusal is promptly communicated to the client.

## **Time Frames & Delivery**

Any time frame contained in a quotation shall commence from receipt of signed proof or the last component of the job and Smartcomm shall endeavour to meet quoted delivery and mailing time frames. However, since completion of a job may be delayed due to breakdown, delays within postal services or other unforeseen circumstances, Smartcomm shall not be liable for any failure to meet such time frames.

## **Holding and Storage**

The holding and storage of all materials and Electronic Media on behalf of the client shall be at the client's risk.